

LOCAL RULES OF THE RIPLEY CIRCUIT & SUPERIOR COURTS

LOCAL RULE 1 - CASE ASSIGNMENT

The Clerk of Ripley Circuit Court and Superior Courts and the Prosecuting Attorney of Ripley County, to the extent applicable, are directed to file the following types of cases in the following manner:

(A) All A, B, & C Felonies, Homicide and related Post Conviction Relief Petitions, Juvenile CHINS, Juvenile Delinquent, Juvenile Status, Juvenile Paternity, Juvenile Miscellaneous, Juvenile Termination of Parental Rights, Mental Health, Adoptions, Adoption History Petitions, Unsupervised Estates, Reciprocal Support, Supervised Estates, Guardianships, Trusts, Domestic Relations, and alternating Miscellaneous Criminal, Civil Plenary, Civil Tort, and Miscellaneous in the Ripley Circuit Court.

(B) All "D" Felonies, Criminal Misdemeanors and related Post Conviction Relief Petitions, Small Claims, Protective Orders and alternating Miscellaneous Criminal, Civil Plenary, Civil Tort and Miscellaneous in the Ripley Superior Court. The Prosecuting Attorney may file infractions and ordinance violations in the Ripley Superior Court.

(C) In the event the Prosecuting Attorney dismisses a criminal case and refiles against the same Defendant, the case shall be refiled in the same court in which the case was originally filed.

LOCAL RULE 1.1 - SUBMISSION OF PLEA AGREEMENTS

All plea agreements in felony and misdemeanor cases shall be submitted in writing to the Judge of the appropriate Court no later than thirty (30) days prior to the initial pre-trial date. The filing of the plea agreement automatically converts the previously scheduled pre-trial date into a plea hearing.

LOCAL RULE 2 - REASSIGNMENT

In the event it becomes necessary to reassign a criminal case in the Ripley Circuit or Superior Court, the judges will be reassigned in consecutive order from the following list of judges who have agreed to serve in the event of such assignment:

Honorable James D. Humphrey, Judge of the Dearborn Circuit Court;
Honorable G. Michael Witte, Judge of the Dearborn County Court;
Honorable John A. Westhafer, Judge of the Decatur Circuit Court;
Honorable W. Michael Wilke, Judge of the Decatur Superior Court;
Honorable Ted R. Todd, Judge of the Jefferson Circuit Court;
Honorable Fred H. Hoying, Judge of the Jefferson Superior Court;
Honorable Jon W. Webster, Judge of the Jennings Circuit Court;
Honorable James Funke, Jr., Judge of the Jennings Superior Court;
Honorable James B. Morris, Judge of the Ripley Superior Court;
Honorable Carl H. Taul, Judge of the Ripley Circuit Court.

LOCAL RULE 3 - SPECIAL JUDGE APPOINTMENT

In the event it becomes necessary to name a panel of judges pursuant to T.R. 79(H), the Ripley Circuit and Superior Courts now adopt the following list for appointment of Special Judges in civil cases, to wit:

Honorable James D. Humphrey, Judge of the Dearborn Circuit Court;
Honorable G. Michael Witte, Judge of the Dearborn County Court;
Honorable John A. Westhafer, Judge of the Decatur Circuit Court;
Honorable W. Michael Wilke, Judge of the Decatur Superior Court;
Honorable Ted R. Todd, Judge of Jefferson Circuit Court;
Honorable Fred H. Hoying, Judge of Jefferson Superior Court;
Honorable Jon W. Webster, Judge of the Jennings Circuit Court;
Honorable James Funke, Jr., Judge of the Jennings Superior Court;
Honorable James B. Morris, Judge of Ripley Superior Court
Honorable Carl H. Taul, Judge of Ripley Circuit Court

and further orders that such Judges shall be submitted on a rotating basis, except when such Judges are known to this Court to be ineligible or disqualified as Special Judges under Section H of the aforesaid Rule.

LOCAL RULE 4 - PREPARATION OF COURT DOCUMENTS

(A) A party requesting a hearing, trial or continuance only, shall be responsible for preparing a chronological case summary entry which schedules or reschedules, as appropriate, a matter for hearing. Such entries shall be submitted with the Motion for Hearing or Continuance and shall be in lieu of any order scheduling or rescheduling such matters together with sufficient copies and pre-addressed Clerk's envelopes to provide copies to all parties.

(B) The motion for hearing, trial or continuance shall contain a statement estimating how much court time will be required for the hearing or trial.

(C) A party filing any other type of motion shall, at the time of filing, submit a proposed order with sufficient copies and pre-addressed Clerk's envelopes to serve all parties.

(D) A party agreeing or directed by the Court to prepare an order, judgment or decree, shall do so in accord with the directives of the Court and Trial Rule 58(B).

LOCAL RULE 5 - MINIMUM VISITATION

Parents should be reminded that they are putting their own needs above those of the child when there is an unreasonable dispute over visitation. More importantly, they undermine their own relationship with the child as well as burdening the child with the guilt of responsibility for such disputes. A visitation agreement made by both parents is preferred to a Court solution.

Visitation is based on the assumption that it is beneficial to the child that he experience affectionate care from both parental figures. The visits exist primarily for the child and not the parent. The best visitation schedule is the one upon which the parents can agree as the needs of the child vary with age and circumstances. The following guidelines are intended to be flexible to meet the varied circumstances of the parents and the children.

SOLE PARENTING OR JOINT PARENTING WITH PRIMARY PHYSICAL CARE IN ONE PARENT

In sole parenting orders or joint parenting with primary physical care in one parent, the primary care and control of a minor child of the parties is granted to one parent, subject to reasonable visitation by the non-residential parent at a time and place as may be mutually agreed upon by the parties. If the parties do not agree, the following shall be considered the **MINIMUM** visitation to which the non-residential parent is entitled:

- A.) Infant to children age 9 months
 - 1.) Three (3) times per week, two (2) hours in length each visit.
 - 2.) Preferably in the primary residence of the established child care setting.
 - 3.) Holidays - two (2) hours on the holiday as above.
- B.) Age 9 months to two years
 - 1.) Two (2) times per week; first contact for eight (8) hours, second contact for three (3) hours.
 - 2.) Child to be returned at least one (1) hour before evening bedtime.
 - 3.) Holidays shared or alternated between parents, eight (8) hours with the non-residential parent, child to be returned at least one (1) hour before

evening bedtime.

4.) Telephone contact at least twice per week beginning age one year and should not interfere with the time the child is sleeping.

C.) Two years of age and older

1.) Alternating weekends from 6:00 p.m. on Friday until 7:00 p.m. on Sunday. In addition, the parties are encouraged to provide the non-residential parent with at least one (1) to three (3) hour period of visitation during the week.

2.) In years ending in an odd number:

a.) the night before each child's birthday (the non-residential parent is simultaneously entitled to visitation with the child whose birthday is the following day as well as each of the child's siblings with whom the non-residential parent has visitation rights);

b.) Memorial Day weekend from 6:00 p.m. on Friday until 7:00 p.m. on Monday;

c.) Independence Day from 6:00 p.m. on Friday until 7:00 p.m. on July 5;

d.) Thanksgiving holiday from 6:00 p.m. on Wednesday until 7:00 p.m. on Sunday;

e.) Christmas Holiday from December 26 at 6:00 p.m. to January 1 at 6:00 p.m.

3.) In years ending in an even number:

a.) each child's birthday (the non-residential parent is simultaneously entitled to visitation with the child having the birthday as well as each of the child's siblings with whom the non-residential parent has visitation rights);

b.) Easter weekend from 6:00 p.m. on Good Friday until 7:00 p.m. on Easter Sunday;

c.) Labor Day weekend from 6:00 p.m. on Friday until 7:00 p.m. on Monday;

d.) Halloween evening from 6:00 pm. until 9:00 p.m.;

e.) Christmas holiday from 6:00 p.m. on December 20 until 6:00 p.m. on December 26; and

f.) spring break as set by the school.

4.) Every year on the non-residential parent's birthday and Mother's or Father's Day weekend applicable to the non-residential parent.

5.) In the summertime (for pre-school age children), one three (3) week period to be determined by May 1 of each year. (The residential parent is also entitled to similar extended visitation without interruption).

6.) In the summertime (for school age children), two non-consecutive three (3) week periods to be determined by May 1 of each year. (The residential parent is also entitled to similar extended visitation without interruption).

7.) Child support payments shall abate by fifty percent (50%) during each three (3) week period that visitation is exercised.

8.) There is no weekend visitation during the period the extended visitation is exercised.

Whenever the non-residential parent exercises visitation at the beginning of each visitation period, the non-residential parent shall pick up the child at the residence of the residential parent or at a mutually agreed upon location. At the end of each visitation period when the child is to return to the residential home, the residential parent shall pick up the child at the residence of the non-residential parent or at a mutually agreed upon location. Each parent shall have the child ready for visitation and the child's return to the residential parent's home at the appropriate time.

The non-residential parent shall give the residential parent three (3) days prior notice if the non-residential parent does not intend to exercise visitation unless an emergency situation exists. Whenever an emergency situation arises, the non-residential parent shall provide the residential parent with whatever notice of the cancelled visitation is possible under the circumstances.

The parents are expected to act in an adult, sensible manner, and allow family situations such as funerals or weddings of close family members to take precedence over these visitation guidelines.

Each parent shall supply the other parent with the parent's own current address and telephone number. Each parent shall allow liberal and reasonable telephone and mail privileges with the

children.

The residential parent shall provide the non-residential parent with copies of all school and medical reports within (10) days of receipt. The residential parent shall immediately notify the non-residential parent in the event of a medical emergency. The residential parent shall also inform the nonresidential parent of school and social functions within twenty-four (24) hours of notification of the function in order to permit parental participation. The non-residential parent is entitled to attend the school or social function, regardless of whether the function occurs during the non-residential parent's visitation period. A residential parent may not prohibit a child from attending a school function as the result of the residential parent's inability to attend a school function with the child, the non-residential parent may attend the function with the child.

A parent may not deny visitation or child support as a result of the other parent's failure to comply with a court order. If a dispute arises concerning visitation, the parents shall first attempt to resolve the dispute through family counseling (either privately or through a county domestic relations bureau), mediation with a religious leader, or counseling with a school counselor.

Failure to allow visitation as prescribed by these visitation guidelines is a violation of the visitation guidelines. If visitation is violated, the following solutions are suggested:

- a.) If visitation is denied because the residential parent is not present at the appropriate place when the non-residential parent attempts to exercise visitation, the residential parent shall deliver the child to the non-residential parent as soon as possible.
- b.) If the residential parent denies visitation for a regular alternating weekend, the non-residential parent is entitled to visitation during the immediately following weekend from 6:00 p.m. on Friday until 7:00 p.m. on Sunday as a make-up weekend of visitation.
- c.) If the custodial parent denies visitation on two successive alternation weekends without granting make-up weekends, the noncustodial parent is entitled to an additional week of vacation visitation.

If the residential parent repeatedly denies visitation, the court may re-evaluate the case to consider whether a continuation of placement with the residential parent is in the best interests of

the child. In addition, a person who intentionally violates placement or visitation rights established by court order may be found guilty of a crime under IC 35-42-3-4.

If the parties mutually agree to change the provisions of the divorce decree, the parties shall petition the court to approve and order the change. If the parties do not obtain a court order, the court shall not be bound by an alleged agreement of the parties.

LOCAL RULE 6 - CONTINUANCES

A. All requests for continuances shall be made as soon as the reason therefor has been discovered or should have been discovered. All motions shall, except in the event of an emergency or in open court, be in writing and on file with the Court no later than ten (10) days prior to the scheduled matter unless the motion is accompanied by an affidavit that the reasons for the continuance have occurred within the ten (10) day period. Exceptions may be granted for matters scheduled with less than ten (10) days notice.

B. Each motion shall contain the reason for the requested continuance, that counsel has contacted opposing counsel and opposing counsel's response to the request, the amount of court time required for the hearing or trial, and shall be accompanied by sufficient copies of a Chronological Case Summary Entry which will allow the Court to notify all parties of rescheduling of the matter. Agreement of counsel does not necessarily mean the motion will be granted.

C. The Court may require any written motion for continuance to be signed by the party requesting the continuance in addition to his or her counsel and may require the motions to be served on the parties as well as the attorneys and on the victim or victim's family in a criminal case.

D. The Court, in its discretion, may assess any costs and expenses necessarily incurred by the Court, the County or parties as a result of continuances or delays.

LOCAL RULE 7 - WITHDRAWAL

In all cases in which the Court retains a continuing jurisdiction (e.g. dissolution, criminal probation, etc.) and retained legal counsel and client do not wish to continue representation, counsel shall, at the conclusion of the matter for which counsel was retained, submit a motion to withdraw from representation and a proposed order.

LOCAL RULE 8 - TRANSCRIPTS

A. The following definitions shall apply under this local rule:

(1) *A Court Reporter* is a person who is specifically designated by a court to perform the official court reporting services for the court including preparing a transcript of the record.

(2) *Equipment* means all physical items owned by the court or other governmental entity and used by a court reporter in performing court reporting services. Equipment shall include, but not be limited to, telephones, computer hardware, software programs, disks, tapes, and any other device used for recording and storing, and transcribing electronic data.

(3) *Work space* means that portion of the court's facilities dedicated to each court reporter, including but not limited to actual space in the courtroom and any designated office space.

(4) *Page* means the page unit of transcript which results when a recording is transcribed in the form required by Indiana Rule of Appellate Procedure 7.2.

(5) *Recording* means the electronic, mechanical, stenographic or other recording made as required by Indiana Rule of Trial Procedure 74.

(6) *Regular hours worked* means those hours which the court is regularly scheduled to work during any given work week. Depending on the particular court, these hours may vary from court to court within the county but remain the same for each work week.

(7) *Gap hours worked* means those hours worked that are in excess of the regular hours worked but hours not in excess of forty (40) hours per week.

(8) *Overtime hours worked* means those hours worked in excess of forty (40) hours per work week.

(9) *Work week* means a seven (7) consecutive day week that consistently begins and ends on the same days throughout the year; i.e. Sunday through Saturday,

Wednesday through Tuesday, Friday through Thursday.

(10) *Court* means the particular court for which the court reporter performs services. Court may also mean the court in Ripley County.

(11) *County indigent transcript* means a transcript that is paid for from county funds and is for the use on behalf of a litigant who has been declared indigent by a court.

(12) *State indigent transcript* means a transcript that is paid for from state funds and is for the use on behalf of a litigant who has been declared indigent by a court.

(13) *Private transcript* means a transcript, including but not limited to a deposition transcript, that is paid for by a private party.

B. A court reporter shall be paid an annual salary for time spent working under the control, direction and direct supervision of the Court during any regular work hours, gap hours or overtime hours.

C. A \$3.00 per page fee may be charged for county indigent transcript preparation.

D. The court reporter shall submit directly to the county a claim for the preparation of the county indigent transcript.

E. A \$3.00 per page fee may be charged for state indigent transcript preparation.

F. A \$3.00 per page fee may be charged for private transcript preparation.

G. The court reporter shall report on an annual basis to the Indiana Supreme Court Division of State Court Administration, on forms prescribed by the Division, all transcript fees (either county indigent, state indigent or private) received by the court reporter.

H. If a court reporter elects to engage in private practice through recording of a deposition and/or preparing of a deposition transcript, and the court reporter desires to utilize the court's equipment, work space and supplies, and the court agrees to the use of court equipment for such purpose, the court and the court reporter shall enter into a written agreement which must, at a minimum, designate the following:

1. The reasonable market rate for the use of equipment, work space and supplies;
2. The method by which records are to be kept for the use of equipment, work space and supplies;
3. The methods by which the court reporter is to reimburse the court for the use of equipment, work space and supplies;

I. If a court reporter elects to engage in private practice through recording a deposition and/or the preparing of a deposition transcript, that such private practice shall be conducted outside of regular working hours; and

J. The Court shall enter into a written agreement with the court reporter which outlines the manner in which the court reporter is to be compensated for gap and overtime hours; i.e., either monetary compensation or compensatory time off regular work hours.